

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ADAM MORONI SHUMWAY	08/29/2022
SPENCER MCKAY TEGEN	08/29/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	A.R.M.S DEFENSE, INC.
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<b>City:</b>	BLANDING
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84511
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	11116413
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	ARMSDEF002
<b>NAME OF SUBMITTER:</b>	ADAM R. STEPHENSON
<b>SIGNATURE:</b>	/Adam Stephenson/
<b>DATE SIGNED:</b>	09/12/2023
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "**Agreement**") is made and entered into as of August 29, 2022 (the "**Effective Date**"), by and among ADAM MORONI SHUMWAY and SPENCER MCKAY TEGEN, each an individual (the "**Assignors**"), and A.R.M.S DEFENSE, INC., a Delaware corporation (the "**Assignee**").

### RECITALS:

WHEREAS, Assignors jointly own that certain U.S. Patent No. 11116413 issued on February 6, 2020 (the "**Patent**");

WHEREAS, Assignors desire to assign all of their rights, title and interest in the Patent to Assignee and Assignee desires to accept the same, each in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration contained herein, Assignors and Assignee, intending to be legally bound, each agree as follows:

### AGREEMENT:

#### 1. ASSIGNMENT.

1.1. **Assignment.** Assignors hereby sell, assign, convey, transfer, and set over to Assignee, its successors, legal representatives and assigns its entire right, title and interest in and to: (a) the Patent itself; (b) every U.S. patent that has issued or that issues and that is based in whole or in part on the Patent or the subject matter thereof, including every non-provisional, divisional, continuation, continuation-in-part, reissue, reexamination, substitution, extension, counterpart and the like; (c) every U.S. patent application, already filed or to be filed, that is based in whole or in part on the Patent or the subject matter thereof, including every counterpart, divisional, continuation, continuation-in-part, provisional, non-provisional, reissue, reexamination, extension, substitution and the like; (d) every non-U.S. patent, inventor's certificate, utility model, design and every like property or right that has issued or that issues and that is based in whole or in part on the Patent or the subject matter thereof, including every provisional, non-provisional, divisional, continuation, continuation-in-part, substitution and the like; (e) every non-U.S. application for a patent, inventor's certificate, utility model, design or like property or right, filed or to be filed, that is based in whole or in part on the Patent or the subject matter thereof, including every divisional, continuation, continuation-in-part, non-provisional, provisional, substitution and the like, and; (f) all priority rights, convention rights and like benefits in the U.S. and every foreign country related to the Patent, the subject matter thereof, or any application or issued or granted property or right described in this Section 1, including but not limited to any and all rights under the Paris Convention, the Patent Cooperation Treaty and any other international agreements to which the U.S. adheres.

1.2. **Authorization.** Assignors agree that Assignee may apply for patents, utility models, designs, inventor's certificates and the like, in the U.S. and in all foreign countries, based in whole or in part on the invention(s) or the subject matter of the Patent or any other application or issued or granted property or right described in Section 1.1 above. Assignors hereby grant to Assignee the sole and exclusive right to prosecute the Patent and every application described in section 1 above as well as any and all opposition proceedings, reissue applications, reexaminations, supplemental examinations, nullity proceedings, invalidity proceedings, pre-grant opposition proceedings, and the like. Assignors authorize the U.S. Patent

and Trademark Office (hereinafter "**USPTO**") and any other official throughout the world whose duty is to register and record ownership in patent applications or patent assignments to record Assignee as the assignee and owner of any and all of Assignors' rights in the Patent.

1.3. **Further Assurances.** Assignors agree to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee pursuant to this Agreement. Assignors grant to Assignee, its successors, legal representatives, and assigns, the right to sue third parties for present and past damages related to the Patent.

1.4. **Preexisting IP.** Assignors represent and warrant it did not use or incorporate into the Patent any intellectual property developed by: (a) any third party; or (b) Assignors other than in the course of creating and developing the Patent ("**Preexisting IP**"). If Assignors used or incorporated Preexisting IP into Patent, Assignors hereby grant to Assignee an exclusive, worldwide, fully-paid, royalty-free, irrevocable, perpetual, sub-licenseable (through multiple tiers) license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display, make, have made, sell, offer for sale, and import such Preexisting IP, in any medium or format, whether now known or later developed.

2. **CONSIDERATION.** In consideration of the assignment granted, and Assignors' other promises and covenants made hereunder, within thirty days following execution of this Agreement, Assignee shall pay Assignors ten US dollars (\$10.00), to be split evenly among the Assignors.

3. **WARRANTIES.** Assignors hereby represent and warrant to Assignee and its successors and assigns that: (a) Assignee is the sole and exclusive owner of the Assigned IP, and has all necessary rights to assign the ownership of Patent to Assignee as set forth in this Agreement; (b) Assignors have the right to grant to Assignee the license to Preexisting IP set forth in this Agreement, and (c) the Patent is free and clear of all liens, claims, encumbrances and other restrictions and does not infringe, misappropriate, or otherwise violate any third party's related intellectual property rights. Assignors acknowledge that any willfully false statement made in this Agreement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

4. **MISCELLANEOUS.**

4.1. **Assignability.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by Assignors without the prior written consent of Assignee, and any such assignment without such prior written consent will be null and void. This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

4.2. **Amendments; Waivers.** This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement will be binding unless set forth in a writing signed by the party granting the waiver. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

4.3. **Governing Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Delaware, without reference to its rules of conflicts of laws.

4.4. **Enforcement.** If any party will institute legal action to enforce or interpret the terms and conditions of this Agreement or to collect any monies under it, venue for any such action will be any court of the State of Delaware or the United States District Court for the District of Delaware. Each party irrevocably consents to the jurisdiction of the courts located in the State of Delaware for all suits or actions arising out of this Agreement. Each party hereto waives to the fullest extent possible, the defense of an inconvenient forum, and each agrees that a final judgment in any action will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

4.5. **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR RELATING OR INCIDENTAL HERETO.

4.6. **Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the legality or validity of the remainder of the Agreement.

4.7. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

4.8. **Entire Agreement.** This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

4.9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures will be deemed original signatures and will be fully binding on the parties to the same extent as original signatures.

4.10. **Limited Power of Attorney.** Assignors hereby authorize and request any attorney of the law firm of Shumway Van, LLC, to insert, after execution of this Assignment, any further information necessary or desirable for purposes of recording this Assignment with the USPTO.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

**ASSIGNORS:**

ADAM MORONI SHUMWAY,  
an individual

Signature: Adam Moroni Shumway

SPENCER MCKAY TEGEN,  
an individual

Signature: Spencer McKay Tegen

**ASSIGNEE:**

A.R.M.S DEFENSE, INC.,  
A Delaware corporation

By: Spencer McKay Tegen  
Spencer Mckay Tegen, its President

**TITLE** A.R.M.S Defense Inc. - Patent Assignment (2022.03)  
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**STATUS** ✦ Signed

Document History



**08 / 29 / 2022**  
17:13:06 UTC

Sent for signature to Adam Shumway (sherlock6.0holmes@icloud.com) and Spencer McKay Tegen (arms.defense22@gmail.com) from clientrelations@shumwayvan.com  
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17:39:06 UTC

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**08 / 29 / 2022**  
17:39:46 UTC

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**08 / 29 / 2022**  
17:40:07 UTC

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**08 / 29 / 2022**  
19:50:27 UTC

Signed by Spencer McKay Tegen (arms.defense22@gmail.com)  
IP: 74.214.228.202



**08 / 29 / 2022**  
19:50:27 UTC

The document has been completed.